

Colfax

Teamsters #238 (Mixed)

7/1/2005 6/30/2007

AGREEMENT

BETWEEN

CITY OF COLFAX, IOWA

AND

TEAMSTERS LOCAL UNION 238

JULY 1, 2005
to
JUNE 30, 2007

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ARTICLE 1
Agreement and Recognition

This Agreement is made and entered into between the City of Colfax, Iowa, hereinafter referred to as the "Employer", acting through its City Council and the employees of the City of Colfax, Iowa, hereinafter referred to as "Employees", acting through Teamsters Local Union No. 238, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as "Union". The Union is hereby recognized by the Employer as set forth in the P.E.R.B. on the 10th day of April, 1977, and any subsequent amendments thereto.

ARTICLE 2
Authorization

This Agreement is entered into under the provisions of the "Public Employment Relations Act", Chapter 20 of the 1979 Code of Iowa. This Agreement shall not be construed to limit the Employer in the exercise of its regular and customary powers, authority and prerogative of municipal management, including but not limited to those specified in Section 7 of the Act (Public Employer Rights) all of which are expressly reserved and retained, nor shall it be construed to limit the employee rights specifically set forth in Section 8 of the Act (Public Employee Rights).

Nothing contained in this Agreement shall be construed as to require any party to violate any applicable law.

If any provision of this Agreement is declared by proper legislative, administrative or judicial authority to be unlawful or unenforceable, all other provisions of this Agreement shall remain in full force and extend for the duration of this Agreement.

ARTICLE 3
Definitions

The following terms and abbreviations when used in this Agreement shall be construed as follows:

- (a) "P.E.R.B." means the Public Employment Relations Board as is established under Section 20.5 of the Code of Iowa.
- (b) "The Act" means Chapter 20 of the Code of Iowa also known as the "Public Employment Relations Act."
- (c) "Department Director" means an employee designated by the City Council, who directs the work of the department.
- (d) "Good Cause" when used in the context of a ground for disciplinary action or dismissal shall include, but is not limited to, the following:
 - (1) Incompetency, inefficiency, indifference or negligence in the performance of duty.
 - (2) Knowingly committing a public offense during duty hours or while purporting to act as an agent, employee or other representative of the Employer or while upon or using City Property.
 - (3) Conviction of a felony while in the employ of the City.
 - (4) Conviction of any degree of the public offenses of theft, or fraudulent practices while in the employ of the City.

- (5) Conviction of any public offense involving controlled substances as defined in the Iowa Code.
- (6) Professional misconduct.
- (7) Chronic physical or mental incapacity to perform the duties of the position held.
- (8) Insubordination constituting a breach of discipline.
- (9) Inability to qualify or remain qualified to perform work.
- (10) Unauthorized absence.
- (11) Abuse of leave privileges, including sick leave.
- (12) Solicitation or acceptance of any valuable consideration or other favorable treatment in order to influence the employee in the performance of duty.
- (13) Falsification of employment application or application for advancement, time cards, or any other document or instrument relating to work records, pay seniority, or any other City record.
- (14) Discussion of a grievance or other matters with a member of the City Council outside of formal hearing procedures provided in this Agreement.
- (15) Use of official position for personal advantages conflicting with the interests of the employer.
- (16) Abuse, misuse or failure to perform scheduled maintenance on City property or equipment.
- (17) Failure to respond timely when in "On Call" status or refusal to accept overtime without good cause.
- (18) Violation of Departmental Rules and/or Regulations.
- (19) Dishonesty in regards to any matter involving or arising from employment with the City.
- (e) "City Crew" means all Street and Water-Sewer employees.
- (f) "Police" means all public safety employees.
- (g) "Clerical" means the assistant to the City Clerk or other administrative office employees.
- (h) "Hours of Work" means the time the employee is actually engaged in the performance of duties and does not include time allowed for meals, except for Police.
- (i) "Day" when used in the context of a work day means a period of continuous performance of duties except for meals and breaks.
- (j) "Break" when used in the context of a work period means a period of rest with pay not to exceed thirty minutes per day.

All definitions contained in the Act are incorporated herein by this reference.

ARTICLE 4
Work Rules

The employer may from time to time adopt or amend departmental work rules. The employees shall comply with the work rules. Any unresolved complaints as to the reasonableness of new or existing work rules shall be resolved through the grievance procedure.

ARTICLE 5
Days and Hours of Work

- (1) Clerical workers normal work week shall be forty (40) hours consisting of eight (8) hours of work per day Monday through Friday. One ten (10) minute break will be allowed in the AM and one ten (10) minute break will be allowed in the PM. Unpaid lunch break will be one (1) hour.
- (2) City Crew workers normal work week shall be forty (40) hours consisting of five (5) consecutive days of eight (8) hours of work each day. One (1) ten (10) minute break will be allowed in the A.M., one (1) ten (10) minute break will be allowed in the P.M. to be taken on the job, unless permission is given by the supervisor to do otherwise. Unpaid lunch break will be thirty (30) minutes or if the employee desires, he can take forty-five (45) minutes. When called out, city crew workers shall receive a minimum of two (2) hours pay.
- (3) Police shall be scheduled on a monthly basis containing not more than one-hundred seventy-one (171) work hours in twenty eight (28) days. The schedule shall provide shifts of not less than six (6) hours not more than twelve (12) hours. Except in an emergency, the total hours worked during any period of consecutive days shall not exceed sixty (60). No work shift shall begin less than eight (8) hours after the scheduled end of the previous shift.
 - a. Shifts of nine (9) hours or less shall include paid break time of one hour. Shifts of more than nine (9) hours shall include paid break time of one and one-half (1 ½) hours. Such paid break time shall be used for meals and coffee breaks as the individual desires but shall not be taken in any private residence (other than employees own). There shall be no accumulation or carryover of unused paid break time.
 - b. Police may be placed in an "On Call" status in lieu of not more than six (6) work hours during a work day. Each hour of "On Call" time shall replace one-half (½) hour of work. Persons on call shall keep the City or County dispatcher informed at all times of their location and a telephone number where they can be contacted. Upon request from the Mayor, the Chief of Police, the City or County Dispatcher, the individual shall respond and arrive at the location specified within ten (10) minutes.
 - c. Persons called to respond while "On Call", shall revert to "On Duty" status for pay purposes for actual time worked, including travel time within the City limits; pay shall be a minimum of two (2) hours.
 - d. All provisions as to hours and days worked, days off, time between shifts and the sixty (60) hours maximum, as contained in subparagraph (a), shall be applicable to scheduled "On Call" time as well as "On Duty" time.
- (4) No person shall be laid off during the normal work week of non-police employees nor during a period of consecutively scheduled days for police. Employees subject to layoff will receive a minimum seven (7) days notice.
- (5) Nothing contained in this Agreement shall constitute a guarantee of any number of hours of work or the continuance of any work position.

ARTICLE 6
Probationary Period

All original and promotional appointments shall be subject to the serving of a probationary period which shall be considered as part of the examining process.

- (1) The probationary period for certified police personnel shall be six (6) months from his/her date of hire. Non-certified police personnel's probationary period shall be six (6) months from the employee's successful completion at the Academy.
- (2) Except as provided in Subsection 1, the probationary period shall be for a period of six (6) months for all original and promotional appointments.
- (3) Probationary employees may be separated for any cause by the City during their probationary period without appeal. The City may discharge any such probationary employee without notice to the Union.
- (4) If action is not taken by the appointing authority to report to the probationary employee that he or she has not qualified for permanent status before the close of business of the last day of the probationary period, the employee shall be considered to have satisfactorily completed probation and acquired permanent status.
- (5) A permanent employee who vacates a permanent position to accept a probationary appointment to a class in a higher level and who is rejected during the probationary period shall be reinstated to the former position, but shall not be eligible for an appointment to the higher position for a period of six (6) months.

Probationary employees shall receive paid holidays and use of accumulated paid sick leave but shall not be entitled to grievance procedures.

ARTICLE 7
Dues Check Off

During the life of this Agreement and in accordance with the terms of the authorized dues check off form, the City agrees to deduct Union dues and assessments levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed the authorization form.

The deductions shall be certified to the City by the Treasurer of the Union on the appropriate forms, signed by the employee, and the aggregated deductions of all employees shall be remitted to the Union within a reasonable length of time after such deductions are made.

The Union agrees to indemnify and hold harmless the City against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Section. Dues deduction forms conforming to Section 9 of the Act will be supplied by the Union.

ARTICLE 8
Leave of Absence

An employee desiring a leave of absence from his employment shall secure written permission from the Employer. All leaves of absence shall be without pay. Leave for funerals, professional appointments and other leaves of one-half (½) day in duration, shall not be refused without good cause.

Leaves of absence shall cause a loss of seniority to the extent of the leave taken except for leaves granted for reasons as follows: active military service, medical treatment, illness, injury, maternity leave not to exceed ninety (90) days, or educational leave for the benefit of the City.

Leaves of absences shall be granted employees who are called into the Armed Forces of the United States. Such employees shall be accorded reinstatement rights in accordance with the terms of the applicable federal statutes and regulations issued there under, which shall supersede any conflicting seniority provisions which may be contained herein.

Leaves of absence will be computed on an hourly basis with eight (8) hours constituting a day for purposes of this Article only.

If an employee is absent from duty without proper authorization for any part of a day or longer such absence shall result in a complete loss of seniority and shall be grounds for disciplinary action up to and including discharge.

ARTICLE 9

Discipline and Discharge

Section A. Purpose and Scope

Both parties of this Agreement recognize that a certain amount of discipline is necessary for the efficiency of the operation. Therefore, these certain penalties for infractions of rules and policies have been agreed upon as follows:

- (1) Oral Warning
- (2) Written reprimand
- (3) Suspensions with loss of pay
- (4) Demotion to a lower pay grade for a period not to exceed ninety (90) days.
- (5) Discharge

Section B. Reprimand or Warning

Whenever an employee's performance falls below a satisfactory level or when an employee's conduct falls under the causes for action listed in Section (e) of Article 3, the employee's supervisor shall inform the employee promptly and specifically of such deficiencies. If appropriate and justified, following a discussion of the matter, a reasonable time for improvement or correction may be allowed before any further disciplinary action is initiated. In situations where an oral warning has not resulted in the correction of the condition or where more severe initial action is warranted, a written reprimand shall be sent to the employee and a copy placed in the employee's personal folder.

Section C. Suspensions:

In those cases where one or more written reprimands have not proven to be effective, or in those cases where the seriousness of the events or conditions warrant it, an employee may be suspended without pay by the Mayor for a period not to exceed thirty (30) calendar days for each offense for any cause listed in subsection (3) of Article 3.

Section D. Dismissal

When other forms of disciplinary action have proven ineffective or where the seriousness of the offense or condition warrants, the Mayor, subject to Council approval, may demote or dismiss the employee for any cause or causes listed in Subsection (e) of Article 3. All dismissal grievances will be instituted at Step 2 of the Grievance procedure.

Section E. Cause of Action

Grounds for disciplinary action include, but are not restricted to, those listed in Subsection (e), Article 3 of this Agreement.

Section F. Notice

In the event an employee is suspended or discharged, the City shall notify the Union of such action.

ARTICLE 10
Grievance Procedures

Section A. Procedure

The parties will act in good faith to resolve any grievances arising during the period covered by this Agreement. Employees shall initiate grievances at Step 1 or Step 2, of the procedures at the employee's option within five (5) working days of the incident giving rise to the complaint. All grievances at Step 2 or higher will require the presence of the Union Steward. The business representative of the Union may present the grievance for the employee. Discharge cases shall be initiated at Step 2. The employee shall not discuss the grievance with any Council member.

Step 1. The employee having a specific grievance may take it first to the immediate supervisor. The supervisor must respond within five (5) working days.

Step 2. Within five (5) working days after the decision in Step 1 or within five (5) working days from the date a response was required in Step 1, or if the grievance procedure is initiated at Step 2 within five (5) working days of the incident, the employee shall present the grievance in written form to the City Clerk. The City Clerk must respond within five (5) working days.

Step 3. Within five (5) working days after the Step 2 decision or within five (5) working days from the date a response was required in Step 2, the Union shall request a meeting of the designated representatives of the Union and the City to review the grievance. If the grievance still remains unresolved, it shall be presented to the City Council, in writing at next regular Council meeting stating the specific provisions allegedly violated. The City Council shall respond, in writing, to the Steward (with a copy to the Union) within ten (10) working days after the Council meeting.

Step 4. Within five (5) working days after the Step 3 decision or within five (5) working days from the date a response was required in Step 3, the grievance may be submitted to arbitration by serving written notice upon the City Council. Such notice shall specify the section of the rules, regulations or agreement alleged to have been violated or the regulation or policy of the City which is alleged to be unreasonable. The parties shall promptly meet to attempt to agree on an arbitrator. If they are unable to agree they will jointly request that P.E.R.B. submit a list of arbitrators to the parties who shall, starting with the Employer, alternately strike names until one remains, maximum of two (2) days for each striking. The remaining name shall be the arbitrator to hear the case.

Section B. Limitations

The failure of the employee to present the grievance to the proper person within the time limits specified shall render the matter resolved.

Section C. Miscellaneous

1. The arbitrator shall not have the power to add to, subtract from, or in any manner modify the terms of this Agreement. The decision of the Arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of the hearing.
2. The date of the incident giving rise to the complaint when the complaint is based upon the alleged unreasonableness of the City or Department policy, rule or regulation shall be the date such policy, rule, or regulation is adopted by the City or Department.

3. The arbitrator's fee and expenses shall be shared equally the employer and Union. However, each party shall be responsible for compensating their own representatives and witnesses as well as paying for necessary transcripts of the proceedings, if desired.
4. All written grievances must be signed by the affected employee and state the employee's version of the incident.
5. All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.
6. The time limits at any step in the grievance and arbitration procedure may be extended on a specific case basis, upon mutual agreement of the Union and the City.

ARTICLE 11 **Employee Education**

Upon the request of the employee, recommendation of the employee's department director, and approval by the City Council, a permanent full-time City employee may be reimbursed for educational costs subject to the following requirements:

1. The course work shall directly relate to the employee's current job duties.
2. Such course work must be completed at an officially accredited educational institution.
3. The employee shall satisfy the necessary prerequisites of the course for which reimbursement is being requested and shall receive approval of the City Council prior to enrolling in the course.
4. The employee shall successfully complete the course and present his or her grades for insertion into his or her personnel records.
5. Participation in the course shall be solely on the Employee's time, unless specifically waived by the City Council, except those courses required for maintenance of minimum qualifications for the position held and except for the Iowa Law Enforcement Academy ten (10) week Basic Training School.
6. An employee attending the Iowa Law Enforcement Academy Basic Training School on a full time basis shall not be required to work extra hours, but may if the employee and employer so desire.
7. The City Council may require an employee to enroll in, attend and successfully complete any educational course directly related to the employee's current job duties or to become or remain educationally qualified for the position currently held.
8. An employee who is required to attend an educational course pursuant to paragraph 7 shall be granted educational leave for the period of time actually engaged in attending the course. Such leave shall be with pay based upon the Employee's normal work schedule and the City shall pay the costs of enrollment, required texts, lab fees and mileage to and from the place of instruction. If the place of instruction is located more than 50 miles from Colfax, Iowa, the City shall pay the actual costs of lodging in that location for the employee not to exceed \$65.00 per night.

ARTICLE 12 **Sick Leave**

Section A. Eligibility

All full time employees shall be eligible for paid sick leave.

Section B. Accrual

Sick leave shall be accrued at the rate of one and one-half (1 ½) days, equal to twelve (12) hours, for each full month of service up to a maximum of one hundred ten(110) days. Sick leave shall accrue only when the employee is on duty in a paid status. Employees will not be paid unused accrued sick leave.

Section C. Usage

Sick leave shall be granted when the employee is unable to perform his or her normal work duties as a result of any physical injury or illness which is not compensable under the Iowa Worker's Compensation Act, and enforced quarantine of an employee in accordance with community or other health regulations.

Section D. Administration

Sick leave shall be administered as follows:

1. Requests for sick leave should normally be made before an employee is regularly scheduled to report for duty.
2. Sick leave shall be chargeable only when used on regularly scheduled work days or work periods.
3. A medical certificate shall be required under each of the following circumstances:
 - a. Sick leave taken on a day immediately before and/or immediately after a vacation, holiday, weekend or other period of days off.
 - b. When the City suspects abuse, it may require a medical certificate by giving written notice of such to the employee.
 - c. Periods of sick leave in excess of two (2) consecutive work days.
4. An employee shall not receive nor be charged with use of paid sick leave if the absence is compensable under Worker's Compensation. If issue of whether or not Worker's Compensation is applicable is disputed, the City shall pay sick leave until the dispute is resolved or all accrued benefits have been paid, whichever occurs first, under the following conditions:
 - a. The employee, in writing, requests paid sick leave and agrees, in the event of a recovery under Worker's Compensation, to reimburse the City for all sick leave paid and the City's share of withheld taxes and IPERS thereon, within seven (7) days from receipt of the recovery.
 - b. Failure to repay as agreed shall be grounds for dismissal, which shall not be subject to grievance procedures and the City may also institute legal proceedings to collect the amount due.
 - c. The final decision on the Worker's Compensation claim shall determine the matter and such determination shall not be subject to grievance procedures.
 - d. Receipts from a compromise settlement shall constitute a recovery which requires payment.
5. Upon retirement of an employee with ten (10) or more years of service, the City shall buy fifty percent (50%) of the employee's accrued sick leave at their current rate of pay, not to exceed thirty (30) days.

ARTICLE 13
Seniority

Seniority is determined by the length on continuous, unbroken service as a permanent full-time employee of the City. In computing seniority, periods of suspension and unpaid periods of suspension and unpaid periods of absence (except sick leave, military leave, educational leave in the interest of the City and periods of total disability arising from injuries incurred in the course of employment with the City) shall be deducted.

ARTICLE 14
Vacation

Section A. Eligibility

All permanent full-time employees who have successfully completed their original appointment probationary period and more than six (6) months of continuous service with the Employer, shall be entitled to paid vacation leave.

Section B. Entitlement

The amount of vacation leave to which an eligible employee is entitled shall be determined by the length of continuous service completed with the employer as of January 1 of each year according to the following schedule:

Over six (6) months but less than twelve (12) months	Five (5) work days
Over twelve (12) months but less than five (5) years	Ten (10) work days
Over five (5) years but less than ten (10) years	Fifteen (15) work days
Over ten (10) years	Twenty (20) work days

One (1) work day is equal to eight (8) hours for vacation purposes.

No more than ten (10) work days shall be allowed at one time.

Section C. Administration

Vacation leave shall be administered as follows:

1. Vacation leave is accrued between January 1 and December 31, of each calendar year and must be taken between January 1 and December 31, of the following calendar year unless extended as provided herein.
2. Extensions must be requested in writing to the City Clerk not later than September 15, of the year in which vacation is required to be taken. The extension decision must be in writing within fifteen (15) calendar days of the date the request is submitted. Extensions shall be to a date not later than December 31 of the following calendar year. No further extension may be granted. An extension may be for all or any part of the accrued vacation leave.
3. All vacation leaves and schedules must be approved by the City Clerk. In approving such a schedule the City Clerk shall consider the needs of the City and the needs and wishes of the employee. Not more than one (1) employee in any department shall be on vacation leave at any one time.
4. Vacation leave shall be charged as used in amounts of not less than one (1) day.
5. When a holiday occurs during an employee's assigned vacation and the employee is regularly entitled to the holiday, it will not be counted as part of the vacation time.

6. The employer may require the employee to take vacation leave by giving the employee notice of such, in writing, not later than July 1, of the year in which the vacation is required to be taken. If not taken, such paid vacation leave is forfeited.
7. Vacation leave requests must be submitted to the City Clerk not less than thirty (30) days prior to the time of the leave requested.
8. Unused and un-extended accrued vacation up to one (1) week will be paid at the end of the calendar year during which it was required to be taken.
9. An employee who resigns or voluntarily terminates employment with the City, forfeits all vacation leave accrued during the year of termination.
10. An employee who retires after completing twenty (20) years of continuous service or becomes totally and permanently disabled or expires shall be entitled to payment of accrued unused vacation from prior year and in proportion to the amount of the year of service completed before such retirement, death or disability for such year. In the event of death the payment shall be made to the fiduciary of the estate, if any, and if none, to the surviving spouse, if any, and if none to any dependent children of the deceased employee.
11. Except as provided in the foregoing paragraphs six (6) and nine (9), all unused accrued vacation will be paid as provided in paragraphs eight (8) and ten (10).

ARTICLE 15

Holidays

Section A. Designated Holidays

The following holidays will be observed by the City:

- | | |
|---------------------|--|
| 1. New Year's Day | 7. Day After Thanksgiving |
| 2. Good Friday | 8. Christmas Day |
| 3. Memorial Day | 9. Day before or day after Christmas Day at the discretion of the City Clerk |
| 4. Independence Day | |
| 5. Labor Day | 10. Employee's Birthday |
| 6. Thanksgiving Day | |

Section B. Eligibility

Only permanent full-time employees and probationary employees for permanent full time positions shall be eligible for paid holidays.

Section C. Shift Workers

Employees whose work shift falls on the day a holiday is observed by non-shift employees will be paid for an additional one-half (½) day of work at the normal rate.

Section D. Observance

When a holiday falls on a Saturday, it will be observed on the preceding Friday, if on a Sunday, then on the following Monday. The employee must work the full day before and the day after the day on which the holiday is observed, if scheduled, in order to be paid for such day except for paid vacation leave, paid educational leave and paid sick leave for which the employee presents a medical certificate.

ARTICLE 16

Layoff and Recall

Section A. Advance Notice

In the event a reduction in force becomes necessary, the City agrees to provide affected employees as much advance notice as is administratively practical.

Section B. Order of Layoff

Whenever it becomes necessary for employees of a specific class to be laid off because of lack of work, lack of funds, or reorganization, the order of layoff shall be as follows:

1. Temporary appointees
2. Probationary employees
3. Permanent employees in reverse order of their seniority as defined in Article 13 of this Agreement, provided that the remaining employees have the qualifications and skills to perform the necessary work.

Section C. Recall

1. Employees laid off shall be eligible to be rehired on the basis of their seniority, provided that they are still qualified and able to perform the work. When an employee is not qualified to return to work, satisfactory arrangements to do so must be made by the employee within five (5) working days of notification or said employee will be automatically removed from the re-employment list.
2. Employees while laid off shall notify the employer of an address change.
3. Employees who have been laid off continuously for over one (1) year are not required to be called back.

ARTICLE 17

Overtime

Section A. Definition

Overtime is time properly authorized and worked by a permanent employee which is in excess of the regularly scheduled hours of work as described in this Agreement.

1. Permanent employees shall normally be given preference in overtime assignments. In all cases, however, overtime assignments will be made in such a way that the functions of City services will be most effectively completed. All compensable overtime must be performed at the direction of the Mayor or his authorized representative. Overtime credit may not be accrued without such approval.
2. Compensatory time off may be ordered at the discretion of the Mayor, although the employee's desires shall be given consideration whenever possible. When compensatory time off is ordered by the department director or requested by the employee, reasonable advance notice shall normally be provided. Compensatory time shall be computed in the same manner as pay.

Section B. Compensation

Overtime work shall be compensated in units of one-tenth (1/10) hour or more in the following manner:

1. Pay at one and one-half (1½) times the regular rate, or
2. Compensatory time off at the rate of one and one-half (1½) hours for each hour of overtime worked.

Section C. Miscellaneous

1. Employees who are required by subpoena or request of the prosecuting attorney to appear in Court as a witness in any criminal prosecution in which they become a witness as a result of the performance of their duties as a City employee shall be deemed on duty for the period of time involved in such court appearance including travel time from the City of Colfax to and from the Court. If such time extends beyond the scheduled shift, overtime will be applicable. If such appearance occurs on a day or at such other time when the employee neither leaves duty to appear nor returns to duty following the appearance there shall be a minimum of two (2) hours overtime.
2. The minimum overtime, except for court appearances, shall be one (1) hour if the overtime work performed neither begins nor ends with a scheduled shift of the employee's regular work hours.
3. Accumulation of overtime hours will be reviewed on the first day of each four (4) week period. Overtime hours worked during each four (4) week period will be paid at the end of the following month unless compensatory time off has been given. An employee may, with the permission of the City Clerk, extend the period during which compensatory time off may be taken for a fixed period.

ARTICLE 18
Insurance

Section A. Coverage

Effective July 1, 2005 through June 30, 2007, the employer agrees to family health insurance through the Central States S.E. and S.W. Areas Health and Welfare for each employee covered by this Agreement. The Employee through payroll deduction will pay their share of the insurance and the Employer will remit the full billed premium to the Fund.

<u>Effective Date</u>	<u>Full Premium/week</u>	<u>Employer Pays/week</u>	<u>Employee Pays</u>
July 1, 2005	\$207.70	\$180.20	\$27.50/week=\$55/pay
April 2, 2006	\$219.00	\$189.00	\$30/wk = \$60/pay

Section B. Eligibility

Permanent full-time employees and probationary employees for permanent full-time positions who have completed thirty (30) consecutive days of service with the City in their present appointment are eligible for insurance coverage. Employees and the City shall begin contributing to the fund after the 30th day of service and the insurance will become effective eight (8) weeks after the commencement of the contributions.

ARTICLE 19
Pay Period

Section A. Hourly Employees

1. Hourly employees shall be paid bi-weekly on Friday or the last work day of the week not observed as a Holiday.
2. The pay received on any pay day shall be for work performed during the second and third preceding weeks to allow the employer a reasonable opportunity to make necessary computation.

Section B. Salaried Employees

Salaried employees shall be paid bi-weekly on Friday or the last work day not observed as a Holiday.

Section C. Police

Police shall be paid bi-weekly on the basis of a forty (40) hour week regardless of shift schedules, except for unpaid absences.

ARTICLE 20
Equipment and Clothing Allowance

The City will reimburse for equipment and clothing after the employee presents a proper receipt for such up to the following set dollar amounts. The City will provide all equipment (except firearms). The City will provide protective vests for police and up to \$600.00 clothing allowance for Police Officers for protective clothing each budget year. Acquisition of uniforms and other equipment will require approval of the Police Chief and turn in of old items except for employees receiving a first time issue. Cleaning, repair and maintenance of uniforms shall be the responsibility of the employee. Lost items will be replaced immediately at employee's expense. All items shall be purchased by the City and charged to police employees' clothing allowance allotment. Leather items will not be authorized for purchase more than once every five (5) years. All uniforms and equipment shall be City property. The City shall supply all duty service firearms shells for police officers and 400 rounds of reload shells per year for all officers for qualifying purposes only.

The City will provide for the City crew, hard hats, protective boots, protective gloves and such other protective closing and equipment as may from time to time be necessary for the safety of the employees and up to \$200.00 for one (1) pair of shoes each year. In addition the City will provide \$300.00 clothing allowance for Public Works employees. This provision shall not require the City to purchase personal clothing for employees.

Clerks will be allowed \$100.00 per year clothing allowance to purchase clothing identifying them as City of Colfax employees.

ARTICLE 21
Mileage

1. City employees using privately owned automobiles in performing their work duties shall be compensated for such at the rate set in the Code of Iowa or any amendment thereto in effect at the time of usage.
2. No mileage shall be paid without the prior approval of the City Clerk.
3. Mileage compensation shall be administered in the same manner as reimbursement for expenses.

ARTICLE 22
Expenses

All city employees shall be entitled to reimbursement for expenditures made by them personally in the line of duty for the benefit of the City. Such shall be submitted to the City Clerk along with receipts and vouchers prior to the first City Council meeting following the expenditure. All such expenditures require the prior approval of the City Clerk.

ARTICLE 23
No Strike - No Lockout

The parties agree to faithfully abide by all applicable provisions of the Iowa Public Employment Relations Act. Specifically, neither the Union, its Officers or agents, nor any of the employees covered by this Agreement shall violate Section 10 or 12 of the Act.

ARTICLE 24
Job Departments and Assignments

Section A. City Crew

The duties of the City Crew employees shall include, without hereby limiting the following:

1. Operations, maintenance and minor repair of all City owned trucks, backhoes, loaders, mowers, snow removal equipment, air compressor, jack hammers and all other City owned machinery and equipment as is reasonably necessary to perform duties hereafter listed, except police vehicles and equipment, communications equipment and fixtures of the Water-Sewer Department.
2. Snow removal from City streets.
3. Mixing, preparation and installation of asphalt, concrete, gravel and such other materials as are reasonably necessary for repair and maintenance of City streets, intersections, and approaches.
4. Transportation of City equipment to work sites within the City and transportation of materials used by the City in performing its regular functions from the source of supply to a storage point or to a work site and from place to place within the City.
5. Mowing of grass and weeds on City property and right of ways.
6. Painting of curbs, fire hydrants, parking zone lines, center lines and such other painting as is involved in traffic control. The City may use part-time employees as long as there is no one laid off.
7. Installation, maintenance and removal of traffic control signs and devices.
8. Installation, repair, maintenance and removal of water lines, storm sewer lines, sanitary sewer lines, fire hydrants and water meters including such excavation and fill as is reasonably incident thereto.
9. Operation, maintenance and minor repair of the City Sewage Treatment Plant and City Water Wells and building including the buildings, grounds and fixtures and equipment of the Water and Sewage facilities to include cleaning and painting, and seven (7) day per week operation of the Sewage Treatment Plant and City Water supply system.
10. Performance of such tests as are required by any local, county, state or federal government body or agency having jurisdiction or authority concerning public health, safety, pollution, environmental protection or other matters and maintain accurate records of such tests and test results.
11. Maintain an inventory of all water and/or sewage treatment chemicals, and report to the City Clerk as the need arises for procurement of needed chemicals or other supplies.
12. Become educationally qualified within a reasonable time or hold and maintain all licenses or other educational qualifications required by law or administrative agency or regulation.
13. Paint, repair and maintain buildings owned or leased by the City.
14. Perform such acts as are necessarily incident to the duties indicated above.
15. Such other duties as from time to time become necessary in the operation of the City.

Section B. Police Department

The police department shall be composed of that number of full and part-time patrolmen as the City Council may from time to time authorize. The patrolmen shall perform the following duties:

1. Enforce and uphold all laws of the City of Colfax, State of Iowa and the United States of America within the City of Colfax, to include without hereby limiting investigation of criminal activity, issuance of citations, arrest of persons, transportation of prisoners, requesting arrest and search warrants, and return of arrest and search warrants, testimony as a witness in criminal court proceedings, assistance to other law enforcement officers with the City and in other jurisdictions as agreements may require, making written reports of investigations and other activities routine patrol and such other duties as are required by any applicable law.
2. Operational maintenance checks of all police vehicles and equipment used during each shift.
3. Investigation of motor vehicle accidents and making such reports thereon as are required by any applicable law.
4. Maintain files of reports made and activities performed.
5. Each patrolman shall be responsible for making his own written reports and the accuracy thereof.
6. Respond to all emergency calls from the City or County dispatcher or Mayor.

Section C. Clerical Department

The duties of the Clerical Department employees shall include, without hereby limiting the following:

1. Assist the City Clerk in performing any and all functions of the City except those which cannot by law be delegated.
2. Maintain records of City receipts, disbursements and accounts payable and receivable.
3. Typing, filing and all other general office duties as assigned.

ARTICLE 25 **Pay Rates**

The rate of pay for employees will be based upon their pay grade and seniority in the department.

Section A. Police

1. Police pay grades are determined by the following standards:

P-1: Less than two (2) years experience as a full time law enforcement officer and has not completed the Iowa Law Enforcement Academy Basic Training School (ILEABTS) or equivalent.

P-2: Over two (2) years experience as a full time law enforcement officer or has completed ILEABTS or equivalent.

P-3: Over two (2) years experience as a full time law enforcement officer or has completed ILEABTS or equivalent.

2. Police pay shall be by Bi-weekly rate.

3. Rate of Pay:

<u>Pay Grade</u>	<u>Under 6 months</u>	<u>6 months</u>	<u>One Year</u>
P-1			
July 1, 2005	\$1,202.22	\$1,218.32	\$1,254.35
July 1, 2006	\$1,238.28	\$1,254.86	\$1,291.98
P-2			
July 1, 2005	\$1,290.88	\$1,301.28	\$1,316.92
July 1, 2006	\$1,329.60	\$1,340.31	\$1,356.42
P-3			
July 1, 2005	\$1,311.69	\$1,322.14	\$1,337.77
July 1, 2006	\$1,351.04	\$1,361.80	\$1,377.90

Section B. City Crew

1. City Crew Workers pay grade is determined by the employee's ability to operate motorized city equipment, including but not limited to:

- a. All City wells and pumps
- b. All sewer plant machinery
- c. All trucks including snow plow and sander
- d. Backhoe
- e. Air compressor and jackhammer
- f. Tractors
- g. Mowers and garden tractors

U-1: Qualified to operate four (4) or less of the above, requires valid Iowa operators license.

U-2: Qualified to operate more than four (4) but less than all of the above, requires valid Iowa chauffeur's license.

U-3: Qualified to operate all of the above.

2. Pay shall be at an hourly rate.

3. Rate of Pay:

<u>Pay Grade</u>	<u>Under 6 months</u>	<u>6 months</u>	<u>One year</u>
U-1			
July 1, 2005	\$11.15	\$12.25	\$12.76
July 1, 2006	\$11.48	\$12.61	\$13.14
U-2			
July 1, 2005	\$13.14	\$14.30	\$15.32
July 1, 2006	\$13.53	\$14.72	\$15.77
U-3			
July 1, 2005	\$14.23	\$15.32	\$16.81
July 1, 2006	\$14.65	\$15.77	\$17.31

The holding of a valid Chemical (bug or weed) license shall increase the preceding by thirty (30) cents per hours. The holding of a valid Class II sewer plant license shall increase the preceding by thirty (30) cents per

hour. The holding of a valid Class I water license shall increase the preceding by thirty (30) cents per hour.

Section C. Clerical

	<u>Under 6 months</u>	<u>6 months</u>	<u>1 Year</u>
Clerical Staff			
July 1, 2005	\$11.85	\$12.37	\$12.89
July 1, 2006	\$12.20	\$12.74	\$13.28

ARTICLE 26
General

Section A. Program Participation

The City may participate in such State, Federal or School sponsored programs as it deems advisable to provide assistance to permanent full-time employees but such shall not be used as a basis for lay-off of permanent full-time employees.

Section B. New Employees

New employees hired after the ratification of this Agreement may be paid such compensation as the City deems appropriate based upon the individual's qualifications and experience without being required to adjust the pay of any employee.

Section C. Individual Raises

The City may grant a raise to any individual during the duration of the Agreement without adjustment of the pay of any other employee.

Section D. Full Time Employment

An employee who works in excess of thirty (30) hours per week for a continuous period of sixty (60) days or for eight (8) weeks out of the preceding sixteen (16) weeks shall be deemed to be a full time employee for purposes of fringe benefits, with the exception of seasonal employees.

Section E. Permanent Employees

An employee who completes the applicable probationary period shall be deemed to be a permanent employee.

Section F. Grievance

The employer will specify the person who is to take grievance for the different departments.

Section G. Vacations

Vacation choice will be seniority but in the event that a junior employee has picked ahead of a senior employee, the senior employee must request within fifteen (15) days if he wishes to take the time the junior employee has applied for otherwise the junior employee vacation wishes will stand.

Section H. Jury Duty

The employer will make up the difference of any lost wages incurred by a City employee when he is called to Jury Duty. If not released by 12:30 p.m., the full day is off. A certificate from the Clerk of Court will be required to verify times. If jury duty is excused before 12:30 p.m., the employee must report to work one (1) hour after being excused.

Section I. Casual Days

Each employee shall be allowed three (3) casual days off with pay to be used for the employees personal business at the discretion of the employee. An employee planning to use a casual day or days shall notify his department head at least three (3) days in advance, except in the case of an emergency. The employee may be asked to explain the reason for any casual day requested for a day immediately before or after a vacation, holiday, or a scheduled day off. A reasonable restriction may be imposed on such casual days. However, should an employee not elect to use these casual days there shall be no cash refund. Casual days may be used for funeral leave.

Section J. Funeral Leave

Employees shall be allowed three (3) days paid funeral leave for preparation and attendance of the following immediate family members: Father, Mother, Wife, Husband, Brother, Sister, Brother-in-Law, Sister-in-Law, Son, Daughter, Son-in-Law, Daughter-in-Law, Step-Children, Step-Mother, Step-Father, Mother-in-Law, Father-in-Law, Grandparents, Grandchildren, and Grandparents-In-Law.

ARTICLE 27
Savings Clause

Should a court of competent jurisdiction find any article of this Agreement illegal, the remainder of the contract shall continue in force and effect.

ARTICLE 28
Duration of Agreement

This Agreement shall be effective beginning July 1, 2005, and shall continue in full force and effect until its expiration on June 30, 2007.

Signed this _____ day of _____, 200__

CITY OF COLFAX




Mayor



Employer Representative

TEAMSTERS LOCAL UNION 238



Business Representative



Employee Representative



Gary Dunham, Secretary-Treasurer

City of Colfax

City of Colfax

And

Teamsters Local Union 238

LETTER OF UNDERSTANDING AND AGREEMENT

Some confusion has arisen as to how many days of vacation is awarded each January 1. Vacations are awarded on a calendar year, January 1 to December 31, and must be used within the same time frame (with extensions provided for in Section C of this Article). Vacation accrual starts from hire date and time is awarded based on anniversary date of continuous service.

To clarify and resolve the vacation accrual issue, Article 14, Section B, the following statement is mutually agreed to be the interpretation of the vacation accrual language.

At the completion of an employee's six (6) month of service, five (5) days of vacation is awarded and may be taken. If January 1 falls between the completion of the six (6) months of service and the completion of the twelve (12) months of service, only the accrued five (5) days will be awarded on January 1. At the completion of the employee's twelve (12) months of service an additional five (5) days of vacation will be awarded and may be taken for a total of ten (10) days of vacation for that calendar year. Five (5) additional days of vacation will be earned after five (5) and ten (10) years of service in the same manner as stated above. Example:

Hire date August 5th

January 1		0 vacation awarded
February 5 th	Completion of 6 months of service	5 vacation days awarded
August 5 th	Completion of 1 year of service	5 vacation days awarded
January 1		10 vacation days awarded
January 1	Completion of 4 years of service	10 vacation days awarded
August 5 th	Completion of 5 years of service	5 vacation days awarded
January 1		15 vacation days awarded
January 1	Completion of 9 years of service	15 vacation days awarded
August 5 th	Completion of 10 years of service	5 vacation days awarded
January 1		20 vacation days awarded

CITY OF COLFAX

BY: [Signature]

TITLE: Mayor

DATE: 2-21-05

TEAMSTERS LOCAL UNION 238

BY: [Signature]

TITLE: BIA

DATE: 2-16-05

BY: [Signature]

Gary Dunham
Secretary-Treasurer

City of Colfax